

AGREEMENT

Between the

BLOOMINGDALE BOARD OF EDUCATION

and the

BLOOMINGDALE EDUCATION ASSOCIATION

2012-2015

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AGREEMENT

This agreement entered into this 23rd day of October, 2012, by and between the Board of Education of the Borough of Bloomingdale in the County of Passaic, State of New Jersey, hereinafter called the "Board" and the Bloomingdale Education Association, hereinafter called the "Association."

I. RECOGNITION

The Board hereby recognizes the Bloomingdale Education Association as the exclusive bargaining representative, as defined in Chapter 123, P.L. of 1975, for all certified teaching personnel under contract, but excluding supervisory and executive personnel, office, clerical and maintenance and operation employees. (Refer to IV. D)

- A. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the name of the employee organization in the negotiating unit as above defined.
- B. The term "Board" shall include its members and designated agents.

II. NEGOTIATION AGREEMENT

- A. All parties agree to enter into collective negotiation over a successor agreement no later than October 15th of the calendar year preceding the calendar year in which this agreement expires.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

III. GRIEVANCE PROCEDURE

- A. Definitions
 - 1. "A grievance is a claim by a teacher or representatives of teachers based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher or a group of teachers."
 - 2. An "aggrieved person" is the person or persons making the claim.
 - 3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim, including the Board of Education.

4. The term "grievance" shall not apply to any matter in which the Board of Education is prohibited by specific statute or case law to act, or a complaint of a non-tenured teacher, which arises by reason of his/her not being re-employed.
5. The term "days" as defined under this article shall be school teaching days.

B. Purpose

The purpose of this procedure is to resolve grievances at the lowest possible level.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Any teacher having a grievance may discuss the matter informally with any appropriate member of the administration and have the grievance resolved with or without intervention of the Association provided the solution is not inconsistent with the terms of this agreement and state statutes.

C. Procedure

1. Step One

The aggrieved person presents the grievance in writing, directly or through his/her Association Representative to his building principal. The grievance shall identify the specific alleged violation and the requested remedy. An interview is arranged within two days; a decision in writing is given by the principal within five days after the interview. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

2. Step Two

If the decision made at the first step does not satisfy the aggrieved person, the Association Representative and the aggrieved person has five days to file an appeal with the superintendent. The superintendent or his designee shall arrange another interview with the aggrieved person, within three days. Within five days following the interview the superintendent shall give his written decision to the aggrieved person and the Association Representative.

3. Step Three

If the aggrieved person is still not satisfied, he/she may, within five days of the superintendent's decision, make a written request to the Board through the Association for a review of the decision. The Board or its designated committee shall set a hearing date to be held by the second advertised meeting of the Board after the receipt of the aggrieved person's request. Within ten days after the next scheduled board meeting, the Board will notify the aggrieved person and the Association of its decision in writing.

4. Step Four

If the aggrieved person is not satisfied with the Board's decision and the grievance shall involve an alleged violation of a specific article and section of this agreement, he/she may ask the Association to notify the Board in writing within fifteen days of his desire to submit the grievance to an arbitrator subject to the following conditions:

- a. The arbitrator shall be mutually agreed upon. If no agreement is reached on the selection of an arbitrator after ten days, an arbitrator shall be selected by P.E.R.C.
- b. The decision of the arbitrator shall be final and binding on both parties.
- c. The costs of arbitration, including the arbitrator's fees but excluding the attorney fees, shall be divided equally between both parties.
- d. An aggrieved person shall not have the right to refuse to follow an administrative directive or a Board policy on the grounds that he has instituted a grievance. The party of interest is required to continue under the direction of the superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly determined.
- e. No grievance shall be considered under the grievance procedure outlined herein unless it is presented for consideration within 30 school days from the date of its known occurrence or unless good and sufficient reason is given for not presenting the grievance within this period.
- f. Documents dealing with the process of grievances shall be filed separately from the personnel file of the participants.
- g. To insure prompt resolution of grievances, all time limits are considered maximum but may be extended by mutual agreement.

IV. BLOOMINGDALE TEACHERS' SALARY GUIDE 2012-2015

See attached Salary Guides.

The Board agrees to provide, for each year of the Agreement, increases of 2.0% in 2012-2013; 2.0% in 2013-14 and 2.0% in 2014-15 over the prior year's base salary cost. In each year, this amount shall include the cost of the salary increment.

A. Longevity

Longevity will be given as follows:

For teachers hired prior to September 1, 1993, the following longevity shall apply:

An additional 4% of salary after 15 years of teaching in Bloomingdale

An additional 6% of salary after 20 years of teaching in Bloomingdale

An additional 8% of salary after 24 years of teaching in Bloomingdale

For all new teachers hired on or after September 1, 1993, the following longevity schedule shall apply:

\$500 after 12 years of teaching in Bloomingdale

An additional \$300 after 15 years of teaching in Bloomingdale for a total of \$800 per year

An additional \$200 after 20 years of teaching in Bloomingdale for a total of \$1000 per year

An additional \$200 after 25 years of teaching in Bloomingdale for a total of \$1,200 per year

- B. Provisions will be maintained by the Board of Education for Direct Deposit of pay checks into unit member accounts, providing the employee designated bank has ability to accept.
- C. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Teachers may elect to have a portion of their salary deducted from each paycheck and receive an additional two (2) installments during the summer months: one between July 10 and July 15, and one between August 10 and August 15. When a payday falls on or during a school holiday or weekend, best efforts will be made so that teachers receive their paychecks on the last working day before the holiday, vacation, or weekend. The first paycheck in September will be paid as early as possible and no later than the first Friday after Labor Day.
- D. Teachers who complete five months and one day of consecutive teaching during one regular school year shall receive credit for an additional salary guide step on the next year's Bloomingdale Board of Education Teachers' Salary Guide except where noted above. Time spent on paid leaves shall count towards the five months and one day of consecutive teaching during one regular school year. Time spent on unpaid leaves does not count towards salary guide movement.

- E. A commensurate reduction of benefits will be given for less than full-time but more than 20 hours to new part-time employees. Existing part-time employees will remain status quo.

F. Part-Time Employees

1. Part-time employees will receive 10 sick days and 3 personal days annually, calculated on their part-time hours. These days will only accumulate and carry over on a prorated basis.
2. Part-time employees shall be guaranteed an uninterrupted prep period, per teaching day, prorated and calculated on a full-time teacher prep period of a full period five days per week for middle school teachers and 170 minutes per week for elementary teachers.
3. Part-time employees shall attend parent-teacher conferences when assigned, at their appropriate pro-rated duration.
4. Salary for part-time employees shall be prorated on their appropriate step of the salary guide in the same proportion of salary as days employed.

Example: Equivalent of 4 days of work per week -- 4/5ths of step

Equivalent of 3 days of work per week --3/5ths of step

5. Part-time employees who work less than 20 hours per week are not eligible for medical, dental, or prescription benefits. Part-time employees who work 20 or more hours shall receive medical benefits. All new employees hired for the contract beginning July 1, 2006, must work 25 hours per week to be eligible for medical, dental, or prescription benefits.
6. Part-time employees, who work less than half of the 35 hours teachers work week, are not entitled to tuition benefits. All other part-time employees shall receive the full tuition benefit.
7. The band director shall attend graduation when it is required by the Board and shall be paid at the rate of \$50 per graduation when graduation is on a non-teaching day.

- G. Teachers must apply in writing by January 1 of the Budget year preceding the Budget year in which he/she requests movement to the MA salary guide column. Failure to apply by January 1 will result in a one year delay until the following Budget year.

V. HOME INSTRUCTION

The rate for home instruction shall be as follows:

2012-2013 school year \$ 41.00 per hour

Teachers assigned to home instruction will be notified of cancellations by the end of the day or if not, they will be paid a maximum of one hour.

VI. ACTIVITIES' GUIDE

Application for all of the following positions will be made annually after posting in the Spring. Compensation shall be at the designated rate for the following positions.

First priority will be given to full-time contractual BEA employees.

The Board agrees to provide, for each year of the Agreement, increases of 3% in 2012-2013; 0% in 2013-2014 and 0% in 2014-2015 over the prior year's activities compensation.

SEE APPENDIX A.

VII. HEALTH AND INSURANCE PROTECTION

A. Medical/Health Plan

1. All employees who have obtained tenure on or before June 30, 2000 will remain in the traditional Medical Insurance Package.
2. All teachers who have not begun active employment with the district on or before June 30, 1997, shall receive all medical coverage (health, dental, and prescription) at single coverage in the traditional package. At tenure, if they choose a multi-member package, they must switch to the enhanced PPO. Any employee who is switched to the enhanced PPO may purchase the traditional plan by paying the difference between the traditional and enhanced PPO.
3. All new employees hired for the contract beginning July 1, 2001 are to be enrolled in the enhanced PPO. Single coverage will be provided at Board expense until tenure. Upon tenure, multi-member coverage will be provided under the enhanced PPO at Board expense.
4. All employees may change to the Point-of-Service (POS) program. Any employee changing to the POS will receive an annual payment equal to 25% of the cost-savings between the employee's previous program and the POS. Employees may change back during open enrollment or upon a life event as designated by the Division of Insurance. Partial year is pro-rated.

B. Dental Plan

The Board shall provide single, two party or 100% of the family contract coverage to all eligible teachers.

Employees who have not begun active employment with the district on or before June 30, 1997 shall receive single benefits. Upon tenure, the employee is eligible for single, two party or family benefits.

The Board agrees to provide a dental plan, which includes the following elements:

1. Preventive and Diagnostic 100%
2. Basic Services 80/20 co-pay
3. Prosthodontic Benefits 50/50 co-pay

The maximum amount payable for the above services shall be \$1,000 per calendar year.

Any cost assessed to a BEA member will be deducted in pre-tax dollars.

C. Prescription Drug Plan

The Board shall provide single, two-party or family coverage to all eligible teachers.

Employees hired after June 30, 1997 shall receive single benefits. Upon tenure the employee is eligible for single, two party or family benefits.

Effective immediately, upon ratification, prescription co-pays will be \$15 for generic, \$25 for brand name co-pay, and \$15 mail-in or mail order prescriptions.

D. Change in Insurance Carriers

It is understood that the Board reserves the right to change carriers provided that the new carrier provides equal or improved benefits than those in existence.

E. Notes

Coverages are subject to statutory employee contributions while the contributions are required under state law.

The board agrees to distribute information regarding enrollment dates and supplementary information as may be available to staff members once per year.

Certified retired teachers will be given the option of continuing the medical coverage provided by the board, provided they pay the costs of such coverage.

- F. The premium cost for teachers who purchase medical, dental or prescription coverage will be made in twenty (20) equal payments through payroll deductions.
- G. Teachers who voluntarily waive the insurance benefits set forth above, will be paid twenty-five percent (25%) of the premium cost of the program(s) in which the employee is currently enrolled. Employees hired after the date of this Memorandum shall receive twenty-five percent (25%) of the premium cost of the lowest cost program(s). Payment will be made in two installments – January 31st and June 30th. Once an employee voluntarily waives insurance coverage(s), the employee may re-enroll upon proof of any of the following events: birth or adoption of a child, death of spouse, disability of spouse, divorce, legal separation, loss of employment, or change in employment status resulting in ineligibility of benefits. Employees hired after July 1st of any year who elect not to take insurance coverage(s), or employees who terminated employment prior to June 30th, shall have the payment prorated based on the number of months the teacher was employed. An IRS Section 125 plan shall be available for purposes of health insurance contributions, waivers and flexible spending accounts, including a dependent care flexible spending account.

VIII. RETIREMENT ALLOWANCE

Upon retirement, all teachers who have at least ten (10) or more years of continuous employment, in Bloomingdale, shall be reimbursed for 50% of their accrued sick leave. Said payment shall be based on the teacher's salary at the time of retirement, but shall not exceed \$20,000.

Payment of the above amount shall be by July 15th of the first payday in the first fiscal year following the employees announced retirement provided notice of intention is provided to the Board as required below.

The payout at the time of retirement shall be made in such a manner that no more than the above stipulated cap on sick time be paid out in one fiscal year, however the payout of all benefits, including retirement, will be made at the retirement cap until all board obligations are met.

Adequate notice of retirement shall be required. This notice shall be defined as February 1st of the retiring year. If less notice has been given, payment need not be made until one year later than otherwise specified. Retirement shall be defined as in the Teachers' Pension and Annuity Fund.

IX. SICK LEAVE

All teachers employed by the Bloomingdale Board of Education shall be entitled to ten (10) days sick leave each school year. Teachers not returning to active employment in September will not be granted these ten (10) days sick leave and three (3) personal days

unless they return to active employment during said school year. Unused sick leave days shall be accumulated from year to year. Teachers must present to the administration a doctor's certificate verifying the illness after five (5) consecutive days' absence if requested by the Superintendent or his designee.

X. TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary leaves of absence with full pay:

A. Death in the immediate family

An allowance of five (5) consecutive school days' leave, within seven (7) calendar days of death, shall be granted at any one time to attend the funeral of a member of the immediate family. Immediate family shall be interpreted as mother, father, mother-in-law, father-in-law, spouse, child, step-child, brother, sister, grandmother, grandfather, grandchild, or any relative of the same household as the employee.

Two (2) days' bereavement leave shall be granted for grandparents-in-law, brother-in-law, sister-in-law, aunts and uncles.

In the event that additional days are needed, the superintendent may grant, upon written request, these days from the teacher's personal days bank.

B. Personal Business

An allowance of up to three days' leave shall be granted for the following reasons:

Illness in the Family

Legal Obligation

Family Obligation

Association matter unable to be handled during off periods

Home emergency

Death of a close friend or distant family member

Religious Holiday

Teachers may not use personal days:

(1) on any work day immediately preceding or following a day(s) that the schools are closed or

(2) during the last two scheduled weeks of school. However, this provision may be waived in cases of emergency as approved by the Board or its designee.

It is understood that a teacher should not use personal days for appointments, meetings, obligations, etc., that could be scheduled outside of school hours.

Except in cases of extreme emergency, all requests for leaves shall be in writing to the Superintendent or his/her delegated agent prior to the date requested.

Unused personal days may accrue as sick days. At his/her election, each teacher may accumulate a maximum of three (3) personal days for use in the immediately succeeding school year. Personal days unused in the current school year may be carried into the next school year. However, the number of available personal days may never exceed six (6) in total in any school year. This shall apply in each year of the contract.

C. Visitation to Other Schools

An allowance of up to two days' leave shall be granted for administration approved visitation to other schools. A follow-up report shall be filed with the building principal within one week following such visitation. The number of teachers allowed to leave at any one time will be within the discretion of the administration. Furthermore, at his/her discretion, the Superintendent may grant additional visitation leave.

D. Jury Duty

An employee required to serve on jury duty shall be paid the difference between the jury duty fee and salary. To receive such payment, the employee shall endorse his/her jury duty compensation check directly to the Bloomingdale Board of Education and deliver the endorsed check to the Business Office. The employee shall then be entitled to his/her regular paycheck. After such service, the employee shall be reinstated in the same position held prior to jury duty, with no penalties. Each employee assigned to jury duty shall advise the Superintendent in writing within five (5) working days of receiving notification.

XI. EXTENDED LEAVES OF ABSENCE

A. Maternity/Adoption Leave

1. No tenured teacher shall be removed from her regular teaching duties during her pregnancy, nor shall any non-tenured teacher be removed from her regular teaching duties during those months of her pregnancy, which occur during a school year for which she has signed a contract for employment with the Board, except as indicated in Section 2.
2. The Board may remove any pregnant teacher from her teaching duties on any one of these bases:
 - a. Her teaching performance has substantially declined from the time immediately prior to her pregnancy.
 - b. If the basis for removal from duties is the physical condition or capacity of the teacher:

- (1) The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or the
- (2) Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or
- (3) Following any difference of medical opinion between the Board's physician and the teacher's physician, the Board requests expert consultation in which case the Passaic County Medical Society shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

c. Any other just cause as defined in N.J.S.A. Title 18.

3. All tenured or non-tenured pregnant or adopting teachers may apply to the Board for a leave of absence without pay and shall be granted that leave at any time requested before the expected date of birth and continuing to a reasonable requested date after the arrival of a natural or adopted child. Following the grant of such leave to any teacher, the date of return of that teacher shall be further extended in the discretion of the Board of Education for an additional reasonable period of time at the teacher's request for reasons associated with the pregnancy or birth or for other proper cause. However, the Board of Education need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which that leave is obtained.
4. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a lapse of time between the birth and her desired date of return or that a new school year has not begun except as is provided in the preceding paragraph. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher after the birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph 2b (3).
5. A pregnant employee may apply for a leave of absence based upon a claim of disability, in which instance such leave shall be chargeable to the sick leave account of said employee.
6. A pregnant employee may apply for a leave of absence not based upon a claim of disability, in which instance, said leave of absence shall be without pay and shall not be charged against sick leave of said employee.

7. All extensions or renewals of such leave shall be applied for in writing to the Superintendent subject to the approval of the Board.

B. Sabbatical Leaves

1. Purpose

A sabbatical may be granted to a teacher by the Board for study in their field, study in another area of specialization or for other exceptional reason of value to the school system. The full and final determination as to the degree of value of a sabbatical and the granting thereof shall rest with the Board.

2. Conditions

Sabbatical leave shall be granted subject to the following:

- a. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 1st of the year preceding the school year for which the sabbatical leave is requested. The Superintendent shall examine the application and make his recommendation promptly to the Board. The Board shall take action on each application by March 1st or as soon thereafter as circumstances may allow.
- b. To qualify for a sabbatical leave, a teacher must have completed at least five full years of service in the Bloomingdale School District at the time of application.
- c. To qualify for a sabbatical leave, a teacher must agree in writing to complete two additional years of service in the Bloomingdale School District immediately following the sabbatical.
- d. A sabbatical may be granted for either one-half of a school year or for a full school year. Teachers granted sabbaticals shall be paid by the Board at fifty percent of the salary rate which he/she would have received had he remained on active duty, excluding educational assistance and sick leave. Health insurance will be paid by the Board.
- e. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two percent (2%) of teaching staff at any one time.
- f. Upon return from sabbatical, the teacher shall submit a report to the Board within thirty (30) days after his/her return to active employment.

C. Military - Without Deduction

Military leaves related to annual active duty training shall be granted on an individual basis in accordance with existing New Jersey statutes. Teachers who are members of the

Reserves or National Guard shall request his or her superior officer to allow him or her to fulfill his/her military requirements during the summer vacation.

D. Illness in Family

1. A leave of absence without pay for up to one (1) calendar year shall be granted for the purpose of caring for a sick member of a teacher's immediate family or a family member resident in the teacher's home, upon presentation of a physician's letter stating need.
2. Additional leave may be granted upon review and approval of the Board. Upon return from an extended leave of absence, the teacher shall be reinstated in his/her same position or a similar position for which he/she is certified.
3. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contractual period so long as the non-renewal of employment is not based solely upon the unpaid extended leave of absence.

E. Disability Leave

1. Any teacher who experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, pregnancy, child-birth, miscarriage and/or recovery shall apply for and receive disability leave upon presentation of documentation from a medical doctor.
2. Disability leave shall be charged to accumulated sick leave, if any, of said teacher. If the accumulated sick leave is or has been exhausted, the disability leave shall be without pay, but with full insurance coverage as provided to all employed teachers under this agreement. However, notwithstanding any other paragraph in this section, insurance coverage provided at Board expense shall not exceed one year.
3. If the teacher's absence shall be the result of a personal injury caused by an accident or unprovoked assault arising out of and in the course of his/her employment, such teacher shall be allowed disability leave with full pay for up to one (1) calendar year. Such leave shall not be charged to sick leave. In accordance with NJSA 18A:30-2.1, any amount of salary or wages paid or payable to the teacher under this sub-section shall be reduced by the amount of any Workman's Compensation award made to the teacher under this sub-section for temporary disability pursuant to Title 34 of the N.J. Statutes.
4. The Board shall grant a disability leave for a period of up to (1) calendar year. The Board shall have discretionary power to grant an extension or reduction of the disability leave for a reasonable period of time, as requested. (See NJSA 18A:30-1 et seq., specifically 18A:30-7).
5. A teacher who desires to continue in the performance of his/her duties during a period expected to lead to a disability shall be permitted to do so provided the

teacher produces a statement from his physician, certified in writing to the Board not more than once per month, and confirmed by the School Medical Inspector, stating that the teacher is physically capable of continuing to perform his/her duties and stating up to what date, in the opinion of the physician, the teacher is capable of performing his/her duties.

F. Other

Employees may be granted leave without pay upon submitting request in writing to the Superintendent, specifying reason and duration of request and subject to the final approval of the Board. Such leaves shall be without benefits.

XII. EDUCATIONAL ASSISTANCE PLAN

A. The Board will reimburse an eligible employee for the full cost of books, tuition and/or laboratory fees upon completion of approved courses with a grade of A, B, or Pass, for a Pass/Fail grading system. Books may be returned to the Board of Education for use in the teachers' professional library.

- I. Reimbursement will be limited to a maximum of \$3,000 per tenured teacher per year and \$2,000 per non-tenured teacher per year, up to an aggregate of \$40,000 per year for all teachers.
2. The cost of supplies, transportation, registration fees, matriculation fees, etc., is not included in the plan and, therefore, will not be paid by the Board.

B. To be eligible for assistance under this plan, an employee must qualify as follows:

- I. For assistance requested for the period July 1st to August 31st, the employee must actively be employed on the payroll for five months after the opening of the Bloomingdale Schools in September.

For assistance requested for the period September 1 to June 30, the employee must be on the active payroll during the entire period for which assistance is requested.

2. Pursue an educational objective and courses leading to it that are:
 - a. Graduate level and directly related to the employee's position in the school system.
 - b. Offered at an accredited college or university.
 - c. All courses other than certification or degree, are approved by the Board or its designee, and satisfy the other requirements contained

herein.

- d. On-line courses shall be permitted, provided that they are part of a certification or degree program and meet the requirements of a, b, and c above. Once a master's degree is attained, online courses shall be permitted so long as they meet the requirements of a, b, and c above.
- C. Holders of provisional or emergency certificates shall receive reimbursement only for courses, which earn credits in addition to the initial four credits required to keep their present certificates valid.
- D. Teachers shall remain in Bloomingdale for 1 year following reimbursement. A teacher choosing to leave shall repay the District the reimbursement that is received during the year prior to separation, except if: 1) the employment location of the teacher's spouse is transferred out-of-state or greater than 50 miles away, or 2) the teacher is reduced from full-time to part-time, or 3) the teacher resigns due to medical reasons for personal or immediate family members as defined under bereavement leave.

XIII. DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees, dues for the Bloomingdale Teachers' Association, the Passaic County Teachers' Association, the New Jersey Education Association, the National Education Association and a payroll savings plan or tax shelter annuity program as said employees individually and voluntarily authorize the Board to deduct.
- B. Members of the bargaining unit who do not choose to join the Bloomingdale Teachers' Association shall have a representation fee equal to 85% of the Association dues deducted from their pay and forwarded to the treasurer of the Association.

The Association shall indemnify and hold harmless against any and all claims, demands, suits and all other forms of liability, including liability for reasonable counsel fees and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

The Association agrees to establish a demand and return system in accordance with NJSA 34A: I3A-5.5.

XIV. RIGHTS AND PRIVILEGES

- A. Association Rights and Privileges
 - I. The Association shall be permitted the reasonable use of school facilities with the approval of the administration and according to the community

use of school regulations.

2. The Association may place notices in the faculty mailboxes with the approval of the administration.

B. Teachers' Rights and Privileges

A teacher shall have the right upon request to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. The Superintendent or designee shall be present during the review. Teachers may make written comment concerning content of their files. This written comment will be part of the file.

XV. TEACHING HOURS

- A. As professionals, teachers are expected to devote to their assignments, the time necessary to meet their responsibilities, but they shall not be required to "clock in or out" by hours and minutes. Teachers shall indicate their presence for and leaving of duty by placing a check mark in the appropriate column of the faculty "sign in and sign out" register.
- B. The total in-school workdays shall consist of not more seven hours, which shall include a duty-free lunch period during any regularly scheduled student lunch period. In the event that an aide is absent, unavailable or late for his/her assigned duties, it will be the responsibility of the teacher to supervise the class. However, for any prolonged absence of a period exceeding one week the Board will make every reasonable effort to obtain a replacement.
- C. No teacher shall be required to report for work earlier than fifteen minutes before the opening of the pupil's day and shall be permitted to leave ten minutes after the close of the pupil's school day with the exception of faculty meetings, curriculum and instructional workshops, emergency situations and programs involving the school and community, to the extent of past practice.
- D. All middle school teachers shall have 30 consecutive minutes for a duty-free lunch.

Each middle school teacher shall receive a guaranteed full prep period per day. Prep time guarantee will not apply on field trip days. On shortened days prep times will be adjusted accordingly.

- E. Each elementary teacher shall be guaranteed 80 minutes per day to be divided between a duty-free lunch and uninterrupted consecutive minutes of prep time. Prep time guarantee will not apply on field trip days. On shortened days prep times will be adjusted accordingly.

F. When a teacher is absent and no substitute is provided, a payment shall be made as follows:

1. Middle School - \$20/period of coverage,
2. Elementary School -
 - a. \$20/prep. period missed when a specialist is absent,
 - b. \$100/day to be divided equally among the receiving teachers when a regular classroom teacher is absent and a class is divided and placed in other classrooms.

Note: Volunteers will be used where deemed appropriate. Assigned person will be required to work the duty.

G. Best efforts will be made to limit Middle School assignments to no more than four (4) different course preparations.

XVI. TEACHER EVALUATION

- A. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction. Non-tenured staff will be evaluated on accordance with statute. The parties further agree, separate from negotiations, having annual evaluations for tenured staff conducted as part of an Annual Performance Review Component to the staff member's Professional Development Plan. If there is any agreement through those separate discussions, a Side Bar to the collective bargaining agreement shall be executed.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly.
- C. The teaching staff member shall be given a copy of the written evaluation of his/her performance which shall include:
 1. Performance areas of strength, including but not limited to those evidenced during the observation period.
 2. Performance areas needing improvement, including but not limited to those evidenced during the observation period.
 3. Suggestions for improvement.
- D. The evaluation shall be signed by both the evaluator and the teaching staff

member. The teaching staff member's signature shall not be interpreted as an assent to the contents signed.

- E. All teachers shall have an opportunity to have a conference within 10 school days after receipt of said evaluation.

XVII. PROFESSIONAL OPENINGS

- A. The Superintendent of Schools shall post in all schools in the spring a list of anticipated fall professional position vacancies.

In the case of an extreme emergency which may occur during the year, the opening may be posted by the Superintendent as he/she deems timely and/or appropriate.

XVIII. MILEAGE REIMBURSEMENT

- A. The Board agrees to provide mileage reimbursement in the amount of the I.R.S. or NJ OMB, whichever is permissible by either advisory or law, printed allowance per mile for those staff personnel who must travel from school to school in the performance of their duties.
- B. Teachers shall provide to the Central Office a written reimbursement request that includes the locations and the distance traveled and, if requested, a brief description of the purpose for the travel.
- C. Teachers assigned to more than one school shall have in their schedules 20 minutes to travel between buildings.

XIX. BACK-TO-SCHOOL NIGHT

- A. Back-to-School Night shall be held annually in late September or early October in each school to explain the educational objectives of each class to parents and guardians. All teachers are expected to attend. Back-To-School Night shall start at 7:00 p.m. and end no later than 9:00 p.m.

XX. PARENT-TEACHER CONFERENCES

- A. Conferences shall be held twice a year for three days each.

In grades K-8, these conferences shall be held in two evenings and one day time. Conferences shall be two hours in length. Evening conferences will be held 7:00 P.M.-9:00 P.M. at the middle school and 6:00 P.M. to 8:00 P.M. at the

elementary schools.

If the staff of any school opts to hold daytime and evening conferences on the same day, the resulting "free" day shall be a half-day for the staff.

XXI. MISCELLANEOUS PROVISIONS

- A. Copies of this agreement shall be provided at the expense of the Board and be available to staff members with the issuance of next years contract, if practicable, and shall include a table of contents.
- B. The Board agrees to use central registers for attendance purposes.
- C. There will be an early dismissal of all schools on Thanksgiving Eve and on the last day school is open before the Christmas recess.
- D. Teachers shall not be required to attend activities, conferences, or meeting on days when they are not scheduled to teach.

The exception to this rule shall be the band director shall be paid \$50.00 for attendance at graduation, when attendance is required and graduation is on a non-teaching day.

- F. Ten thousand dollars shall be provided for teacher workshops every year. Said money shall be used to pay for workshop registration fee and reasonable expenses incurred by teachers attending approved workshop. The maximum amount to be paid for any workshop shall be \$300/teacher/workshop.
- G. Teachers should make their own duplicating materials for the classroom except in unusual circumstances.
- H. A Staff Attendance Incentive Program will be implemented by the Superintendent or designee. The following rewards will be received by teachers who qualify according to the requirements of the plan. These rewards must be spent on classroom or school-related educational materials or equipment.

No Days Absent	\$225
One Day Absent	\$175
Two Days Absent	\$125

- I. A representative from each school will serve on a Board of Education calendar committee in order to provide input from the Association.
- J. The Board shall provide to the Association approved Board of Education public meeting minutes via the District's website. Approved copies shall be available upon request. The Association will supply the paper for copies.

- K. Teachers assigned to stipended activities shall submit student attendance and activity reports to the Principal on a monthly basis.
- L. A representative from each grade level/ subject area shall be asked to serve on professional development committees in order to assist the administration in choosing professional development programs.

XXII. SEPARABILITY

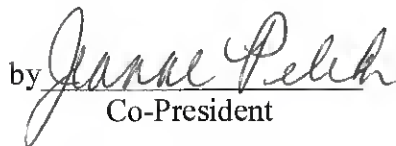
If any provision, or part of any provision, or this Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

XXIII. DURATION

This agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2015.

IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its Co-Presidents and the Secretary and the Board has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

ASSOCIATION

by 
Co-President

by 
Co-President

by 
Secretary

BOARD OF EDUCATION

by 
President

by 
Secretary

ARTICLE VI - ACTIVITIES GUIDE

Title	# of Positions	Compensation 2012-2013 3%	Compensation 2013-2014 0%	Compensation 2014-2015 0%
Athletic Coordinator	1	\$1,503	\$1,503	\$1,503
Anti-bullying Specialist- WTB	1	\$1,500	\$1,500	\$1,500
Anti-bullying Specialist- SRD	1	\$1,000	\$1,000	\$1,000
Basketball Coach	2	\$2,961	\$2,961	\$2,961
Basketball Supv.- WTB (3:15- 5:15 p.m.)	1	\$1,103	\$1,103	\$1,103
Before-Sch Supv. WTB&SRD (Nov-Apr)	2	\$1,765	\$1,765	\$1,765
Chaperone (TBD) per event	1	\$36	\$36	\$36
CHAT Advisor	2	\$1,954	\$1,954	\$1,954
Conflict Mediation	2	\$1,503	\$1,503	\$1,503
Curriculum Writing- per hour	varies	\$41	\$41	\$41
Cross Country Coach- WTB	1	\$1,000	\$1,000	\$1,000
Detention Supervisor - WTB	1	\$1,503	\$1,503	\$1,503
Eight Grade Class Advisor	1	\$1,200	\$1,200	\$1,200
Eight Grade Trip Advisor	1	\$1,000	\$1,000	\$1,000
Eight Grade Trip Chaperone – WTB per day	8	\$222	\$222	\$222
Eight Grade Trip Nurse-In-Charge – WTB per day	1	\$222	\$222	\$222
Eight Grade Trip Leader per day	1	\$267	\$267	\$267
G&T (Bell) 2 at WTB and 1 at SRD)	3	\$2,898	\$2,898	\$2,898
Junior Honor Society	1	\$987	\$987	\$987
Instrumental Band	1	\$3,987	\$3,987	\$3,987
Intramurals	2	\$3,603	\$3,603	\$3,603
Newspaper - WTB	1	\$1,503	\$1,503	\$1,503
Safety Town*	2	\$611	\$611	\$611
Science Curriculum Consultant	1	\$1,503	\$1,503	\$1,503
Student Council Advisor - SRD	1	\$752	\$752	\$752
Student Council Advisor - MBD	1	\$752	\$752	\$752
Student Council Advisor - WTB	1	\$1,103	\$1,103	\$1,103
Teacher In Charge BA	3	\$856	\$856	\$856
Teacher In Charge MA		\$1,039	\$1,039	\$1,039
Teacher In Charge Supervisor Cert.		\$1,224	\$1,224	\$1,224
Theater Arts Director	1	\$1,931	\$1,931	\$1,931

Theater Arts Asst. Director	1	\$1,590	\$1,590	\$1,590
Webmaster K-4	2	\$1,503	\$1,503	\$1,503
Webmaster - WTB	1	\$1,503	\$1,503	\$1,503
Yearbook – WTB	1	\$3,002	\$3,002	\$3,002

* A 25% increase in Safety Town enrollment triggers a committee meeting of Administration and Association to discuss changes to the stipend amount and/or staff levels.

2012-13 Salary Guide

APPENDIX B

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1-2	51,770	54,120	56,470	58,820	61,170	62,698	64,695	67,045
3	52,020	54,370	56,720	59,070	61,420	62,948	64,945	67,295
4	52,275	54,625	56,975	59,325	61,675	63,203	65,200	67,550
5	52,775	55,125	57,475	59,825	62,175	63,703	65,700	68,050
6	53,515	55,865	58,215	60,565	62,915	64,443	66,440	68,790
7	54,515	56,865	59,215	61,565	63,915	65,443	67,440	69,790
8	55,875	58,225	60,575	62,925	65,275	66,803	68,800	71,150
9	57,540	59,890	62,240	64,590	66,940	68,468	70,465	72,815
10	59,505	61,855	64,205	66,555	68,905	70,433	72,430	74,780
11	61,720	64,070	66,420	68,770	71,120	72,648	74,645	76,995
12	64,485	66,835	69,185	71,535	73,885	75,413	77,410	79,760
13	67,800	70,150	72,500	74,850	77,200	78,728	80,725	83,075
14	71,665	74,015	76,365	78,715	81,065	82,593	84,590	86,940
15	76,080	78,430	80,780	83,130	85,480	87,008	89,005	91,355
16	81,045	83,395	85,745	88,095	90,445	91,973	93,970	96,320

2013-14 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	53,605	55,955	58,305	60,655	63,005	64,885	67,118	69,468
2-3	53,855	56,205	58,555	60,905	63,255	65,135	67,368	69,718
4	54,105	56,455	58,805	61,155	63,505	65,385	67,618	69,968
5	54,360	56,710	59,060	61,410	63,760	65,640	67,873	70,223
6	54,860	57,210	59,560	61,910	64,260	66,140	68,373	70,723
7	55,610	57,960	60,310	62,660	65,010	66,890	69,123	71,473
8	56,610	58,960	61,310	63,660	66,010	67,890	70,123	72,473
9	57,945	60,295	62,645	64,995	67,345	69,225	71,458	73,808
10	59,315	61,665	64,015	66,365	68,715	70,595	72,828	75,178
11	60,965	63,315	65,665	68,015	70,365	72,245	74,478	76,828
12	62,895	65,245	67,595	69,945	72,295	74,175	76,408	78,758
13	65,425	67,775	70,125	72,475	74,825	76,705	78,938	81,288
14	68,555	70,905	73,255	75,605	77,955	79,835	82,068	84,418
15	72,285	74,635	76,985	79,335	81,685	83,565	85,798	88,148
16	76,615	78,965	81,315	83,665	86,015	87,895	90,128	92,478
17	81,545	83,895	86,245	88,595	90,945	92,825	95,058	97,408

2014-15 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1-2	55,030	57,380	59,730	62,080	64,430	66,780	69,130	71,480
3-4	55,530	57,880	60,230	62,580	64,930	67,280	69,630	71,980
5	56,030	58,380	60,730	63,080	65,430	67,780	70,130	72,480
6	56,530	58,880	61,230	63,580	65,930	68,280	70,630	72,980
7	57,030	59,380	61,730	64,080	66,430	68,780	71,130	73,480
8	57,780	60,130	62,480	64,830	67,180	69,530	71,880	74,230
9	58,780	61,130	63,480	65,830	68,180	70,530	72,880	75,230
10	60,080	62,430	64,780	67,130	69,480	71,830	74,180	76,530
11	61,205	63,555	65,905	68,255	70,605	72,955	75,305	77,655
12	62,575	64,925	67,275	69,625	71,975	74,325	76,675	79,025
13	64,195	66,545	68,895	71,245	73,595	75,945	78,295	80,645
14	66,465	68,815	71,165	73,515	75,865	78,215	80,565	82,915
15	69,385	71,735	74,085	76,435	78,785	81,135	83,485	85,835
16	72,955	75,305	77,655	80,005	82,355	84,705	87,055	89,405
17	77,175	79,525	81,875	84,225	86,575	88,925	91,275	93,625
18	82,045	84,395	86,745	89,095	91,445	93,795	96,145	98,495

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning July 1, 2012 thru June 30, 2015.

Employer: Bloomington Board of Education

County: Passaic

Date: October 23, 2012

Name: George Hagl
Print Name

Title: Bus. Admin. / Bd. Secretary
[Signature]
Signature